



Solicitation No. 98-SP-30-12350

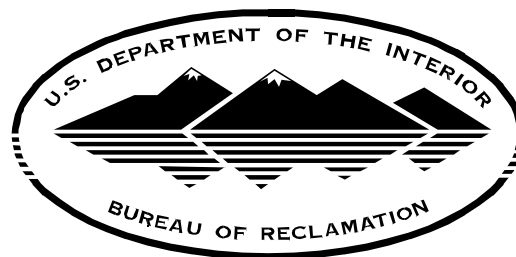
# **Tour Ticket Sales & Reservations**

## **Hoover Dam**

### **Boulder Canyon Project Nevada**

Lower Colorado Regional Office  
Boulder City, Nevada  
1998

United States Department of the Interior  
Bureau of Reclamation



[www.lc.usbr.gov/~g3100](http://www.lc.usbr.gov/~g3100)

# ***OFFER SUBMITTAL INFORMATION***

Before sealing your offer in the mailing envelope, please take a moment to check the following:

- \_\_\_\_\_ In Section A (Standard Form 1449), is it completely filled out?
  - \_\_\_\_\_ Have you called the Contracting Office at (702) 293-8588 to verify the number of Amendments that have been issued (if any)?
  - \_\_\_\_\_ Have you acknowledged all Amendments?
  - \_\_\_\_\_ Have you signed and dated your offer in Blocks 30a and 30c?
  
- \_\_\_\_\_ In Section B (Continuation of SF 1449), is it completely filled out?
  - \_\_\_\_\_ have you furnished all contract administration data required?
  - \_\_\_\_\_ Are the unit prices extended correctly?
  - \_\_\_\_\_ Are the totals for the schedules correct?
  - \_\_\_\_\_ Have you initialed all changes and erasures?
  
- \_\_\_\_\_ In Attachment 1 (Performance Requirements Summary), have you provided a percentage amount?
  
- \_\_\_\_\_ In Section E (Solicitation Provisions), have you completely filled out all applicable blanks?
  - \_\_\_\_\_ Have you provided your DUNS Number?
  
- \_\_\_\_\_ If mailing your offer using the U.S. Postal Service:
  - \_\_\_\_\_ Have you obtained a hand-canceled receipt from the Post Office showing the date and time of mailing?
  
- \_\_\_\_\_ If mailing your offer by other than the U.S. Postal Service:
  - \_\_\_\_\_ Have you allowed sufficient time for the offer to be received?
  - \_\_\_\_\_ Have you used our street address of Bureau of Reclamation, Lower Colorado Region, 400 Railroad Avenue, Boulder City, Nevada 89005?

The above list contains items frequently overlooked by offerors. These items should be carefully considered by offerors to ensure timely receipt of offers and offer responsiveness. Please note that this list is not comprehensive. Offerors are cautioned to carefully review the solicitation and all instructions contained therein. If you have questions regarding any of the above, please contact Caryn Rotheim at telephone No. (702) 293-8588 or e-mail address [crotheim@lc.usbr.gov](mailto:crotheim@lc.usbr.gov).

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(This section will be removed from the contract document)

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<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER <div style="text-align: center;">9931400008</div>		PAGE 4 OF 122 PAGES	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <div style="text-align: center;"><b>98-SP-30-12350</b></div>	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <div style="text-align: center;"><b>Randy J. Belew</b> <b>(e-mail: rbelew@lc.usbr.gov)</b></div>		b. TELEPHONE NUMBER <i>(No collect calls)</i> <div style="text-align: center;"><b>(702) 293-8570</b></div>		8. SOLICITATION ISSUE DATE <div style="text-align: center;"><b>10/28/98</b></div>	
9. ISSUED BY		CODE LC-3117		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(a) SIC: <b>8744</b> SIZE STANDARD: <b>\$5 million</b>		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO		CODE		16. ADMINISTERED BY <b>Bureau of Reclamation Lower Colorado Regional Office P.O. Box 61470 Boulder City NV 89006-1470</b>		CODE LC-3117	
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY <b>U.S. Department of the Interior Bureau of Reclamation Reclamation Service Center P.O. Box 25508 Denver CO 80225-0508</b>  SUBMIT INVOICES TO ADDRESS IN BLOCK 16.		CODE D-7734	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE CONTINUATION ON PAGE B-3  <i>(Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <u>                    </u> OFFER DATED <u>                    </u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>			
30b. NAME AND TITLE OF SIGNER <i>(TYPE OR PRINT)</i>			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER <i>(TYPE OR PRINT)</i>			31c. DATE SIGNED
32a. QUANTITY IN COLUMN 21 HAS BEEN  <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <div style="display: flex; justify-content: space-between;"><span><input type="checkbox"/> PARTIAL</span><span><input type="checkbox"/> FINAL</span></div>		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
32d. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				36. PAYMENT <div style="display: flex; justify-content: space-between;"><span><input type="checkbox"/> COMPLETE</span><span><input type="checkbox"/> PARTIAL</span><span><input type="checkbox"/> FINAL</span></div>		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		40. PAID BY	
42a. RECEIVED BY <i>(Print)</i>				42b. RECEIVED AT <i>(Location)</i>		42c. DATE REC'D <i>(YY/MM/DD)</i>	
				42d. TOTAL CONTAINERS			

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405

OMB No.: 9000-0136  
Expires: 09/30/98

CONTINUATION OF BLOCKS FROM SF 1449

1. BLOCK 16: GOVERNMENT ADMINISTRATION PERSONNEL

The contracting office representative responsible for overall administration of this contract is:

Mr. Randy J. Belew (Mail Code: LC-3117), Contract Specialist  
Bureau of Reclamation  
P.O. Box 61470  
Boulder City, Nevada 89006-1470  
Phone No.: (702) 293-8570  
Fax No.: (702) 293-8499  
E-mail address: rbelew@lc.usbr.gov

2. BLOCK 17a: CONTRACTOR'S ADMINISTRATION PERSONNEL

Offerors are requested to designate a person who will be in charge of overall administration of this contract.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone No: (    ) - \_\_\_\_\_  
Fax No.: (    ) - \_\_\_\_\_  
E-mail address: \_\_\_\_\_



## 3. BLOCKS 19 THROUGH 24: SCHEDULE OF SERVICES AND PRICES/COSTS

<b>Schedule for Hoover Dam Tour Ticket Sales and Reservations</b>					
<b>19. Item No.</b>	<b>20. Schedule of Supplies/Services</b>	<b>21. Quantity</b>	<b>22. Unit</b>	<b>23. Unit Price</b>	<b>24. Amount</b>
1-00	Transition Period Preparations	1	LS		\$_____
<b>SCHEDULE 1: Base Year</b>					
Requirements, Task Order Item:					
1-01	On-Site and Reserved Ticket Sales Operations	10,000	Lot of 100 Tickets	\$_____	\$_____
Definite Delivery Item:					
1-02	Financial Management	12	Month	\$_____	\$_____
<b>Total for Schedule 1</b>					\$_____
<b>SCHEDULE 2: First Option Year</b>					
Requirements, Task Order Item					
2-01	On-Site and Reserved Ticket Sales Operations	10,000	Lot of 100 Tickets	\$_____	\$_____
Definite Delivery Item					
2-02	Financial Management	12	Month	\$_____	\$_____
<b>Total for Schedule 2</b>					\$_____

19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
<b>SCHEDULE 3: Second Option Year</b>					
Requirements, Task Order Item					
3-01	On-Site and Reserved Ticket Sales Operations	10,000	Lot of 100 Tickets	\$ _____	\$ _____
Definite Delivery Item					
3-02	Financial Management	12	Month	\$ _____	\$ _____
<b>Total for Schedule 3</b>					\$ _____
<b>SCHEDULE 4: Third Option Year</b>					
Requirements, Task Order Item					
4-01	On-Site and Reserved Ticket Sales Operations	10,000	Lot of 100 Tickets	\$ _____	\$ _____
Definite Delivery Item					
4-02	Financial Management	12	Month	\$ _____	\$ _____
<b>Total for Schedule 4</b>					\$ _____
<b>SCHEDULE 5: Fourth Option Year</b>					
Requirements, Task Order Item					
5-01	On-Site and Reserved Ticket Sales Operations	10,000	Lot of 100 Tickets	\$ _____	\$ _____
Definite Delivery Item					
5-02	Financial Management	12	Month	\$ _____	\$ _____
<b>Total for Schedule 5</b>					\$ _____
<b>TOTAL FOR SCHEDULES 1, 2, 3, 4, and 5</b>					\$ _____

### 3.1 Performance Period for Services under the above Schedules

The overall performance period of this work consists of the following time periods:

(a) The transition period will be from the date of Contract Award to the date of the Notice to Proceed with performance of the base year services. The transition milestone schedule submitted as part of the Performing Activity's Scheduling Plan (see Solicitation Provision paragraph 2.2(b)) shall be incorporated by reference into this subsection 3.1 at the time of Contract Award.

(b) The Government will issue the Notice to Proceed with the base schedule year upon the Performing Activity completing all work and preparations necessary to commence Tour Ticket Sales Operations required under the PWS. Performance period for the base schedule will be for one year (365 calendar days) commencing on the date of the Notice to Proceed.

(c) If the 1st Option is exercised, the performance period for Schedule 2, 1st Option Year, will begin the day after completion of Schedule 1 and will extend one year (365 calendar days).

(d) If the 2nd Option is exercised, the performance period for Schedule 3, 2nd Option Year, will begin the day after completion of Schedule 2 and will extend one year (365 calendar days).

(e) If the 3rd Option is exercised, the performance period for Schedule 4, 3rd Option Year, will begin the day after completion of Schedule 3 and will extend one year (365 calendar days).

(f) If the 4th Option is exercised, the performance period for Schedule 5, 4th Option Year, will begin the day after completion of Schedule 4 and will extend one year (365 calendar days).

## CONTRACT CLAUSES

1. 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS  
(APR 1998)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with the clause at FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment, which is incorporated herein by reference.

In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit;

40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

## 2. ADDENDA TO 52.212-4

### 2.1 52.207-3 Right of First Refusal of Employment (Nov 1991)

(a) The Contractor shall give Government employees who have been or will be adversely affected or separated as a result of award of this contract the right of first refusal for employment openings under the contract in positions for which they are qualified, if that employment is consistent with post-Government employment conflict of interest standards.

(b) Within 10 days after contract award, the Contracting Officer will provide to the Contractor a list of all Government employees who have been or will be adversely affected or separated as a result of award of this contract.

(c) The Contractor shall report to the Contracting Officer the names of individuals identified on the list who are hired within 90 days after contract performance begins. This report shall be forwarded within 120 days after contract performance begins.

### 2.2 52.216-18 Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through date of contract completion, including any options exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### 2.3 52.216-19 Order Limitations (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 10 Lots of 100 Tickets (i.e., 1,000 tickets), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor any order or combination of orders in excess of 20,000 Lots of 100 Tickets (i.e., 2,000,000 tickets), over the period covered by one Schedule year.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to provide the services called for and the reasons. Upon receiving this notice, the Government may acquire the services from another source.

### 2.4 52.216-21 Requirements (Oct 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor



will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the final contract completion date.

2.5 52.228-16 Performance and Payment Bonds--Other than Construction  
(Sep 1996)

(a) Definitions. As used in this clause--

Contract price means the total amount of the contract for the term of the contract (excluding options, if any) or, for requirements contracts, the price payable for the estimated quantity; or for indefinite-delivery type contracts, the price payable for the specified minimum quantity.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 100 percent of the contract price and a payment bond (Standard Form 1416) in an amount equal to 30 percent of the contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer within 15 calendar days after award, but in any event, before starting work.

(d) The Government may require additional performance bond protection when the contract price is increased. The Government may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW., 2nd Floor, West Wing, Washington, DC 20227.

2.6 1452.217-906 Option for Additional Numbered Line Items--Bureau of  
Reclamation--Lower Colorado Region (Mar 1998)

The Government may require performance of services under the additional numbered line items 2-01 through 5-03, identified in Section B, Schedules 2, 3, 4, and 5, First,

Second, Third, and Fourth Option Years, in the quantity and at the prices stated in the Schedules. The Contracting Officer may exercise the option by written notice to the Contractor no later than 60 calendar days prior to the completion of the contract performance period then in effect. The performance period of the Option, if the Contracting Officer exercises the option, shall be for one calendar year.

2.7 1452.228-70 Liability Insurance--Department of the Interior (Jul 1996)

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

\$100,000

GENERAL LIABILITY

\$500,000 per occurrence

AUTOMOBILE LIABILITY

\$200,000 each person

\$500,000 each occurrence

\$ 20,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The Contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

3. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 1998)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest After Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- ☒ (1) **52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).**
- ☐ (2) Reserved
- ☒ (3) **52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637 (d)(2) and (3));**
- ☐ (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4));
- ☐ (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- ☒ (6)(i) **52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).**
- ☐ (6)(ii) Alternate I of 52.219-23.
- ☒ (7) **52.222-26, Equal Opportunity (E.O. 11246).**
- ☒ (8) **52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).**
- ☒ (9) **52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).**
- ☒ (10) **52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).**
- ☐ (11) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).
- ☐ (12) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- ☐ (13) Reserved.
- ☐ (14) 52.225-18, European Union Sanction for End Products (E.O. 12849).
- ☒ (15) **52.225-19, European Union Sanction for Services (E.O. 12849).**
- ☐ (16)(i) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C 10, Pub. L. 103-187).
- ☐ (16)(ii) Alternate I of 52.225-21.
- ☐ (17) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ☐ (18) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- ☒ (1) **52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).**

- X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

## PERFORMANCE WORK STATEMENT

### 1.0 GENERAL INFORMATION

The format of this Performance Work Statement (PWS) represents a departure from the traditional format used in the past. The intent of this format is to solicit the most efficient and effective plan that accomplishes the requirements.

(1) The requirements are subject to a comparison between Private and Public Sector Offerors. Therefore, the term "Performing Activity (PA)" is used in lieu of the term "Contractor" where practicable.

(2) The result of this comparison may be: (a) Implementation of the Government's Most Efficient Organization (MEO), (b) Award of an Inter (or Intra) Service Support Agreement (ISSA), or (c) Award of a commercial contract.

(3) Significant process improvements are desired.

(4) "How-to" procedures have been removed, wherever possible.

(5) The requirements in the PWS are defined based on the output of services.

(6) A mix of contract price and cost mechanisms, such as incentives and deductions, will be used to focus on outputs and not effort.

(7) The selection for award will be based on a Best Value evaluation, including past performance as an evaluation factor.

The Government is not soliciting proposals for "the same old way" of doing business. The Government encourages proposals that will achieve a combination of cost savings to the Government and enhanced public service through innovative operational processes and management systems.

Currently, up to 4 hard hat tours of Hoover Dam are given each hour. Each hard hat tour has space for up to 16 people. Approximately 6 regular tours of Hoover Dam are given each hour. Each regular tour has space for up to 80 people. The regular and hard hat tour routes are accessible by wheelchair. Limited access tickets are also available, which entitle the purchaser to view the exhibits and attend the theater presentation. Within the next 12 months we anticipate adding other types of tickets for sale and increasing the hours of operations. The Visitor Center may be scheduled for tours and special events outside of normal operating hours. Currently, approximately 12% of the 1 million tour tickets issued annually are purchased in advance of arrival. Additional information about Hoover Dam and the Visitor Center may be found at the web site, [www.hooverdam.com](http://www.hooverdam.com).

Hoover Dam's Public Service Office has several goals, including:

(1) Provide an affordable, high quality experience for visitors;

- (2) Minimize the time that visitors have to wait in line to purchase tour tickets; and
- (3) Increase visitation during slower periods of the day and months of the year. Historically, the slow periods are before 10:00 a.m., after 3:00 p.m., and after Labor Day in September until Spring Break in March/April.
- (4) Ticket most passengers arriving via commercial carrier before arrival at the Parking Garage.
- (5) Increase the number of reserved, pre-sold tickets.

## 1.1 Scope of Work

The PA shall provide all personnel, equipment, materials, supervision and other items and services necessary to implement, manage and operate an integrated Hoover Dam On-Site and Reserved Tour Ticket Sales and Reservations System as described in this PWS, except as otherwise detailed herein (see Section 3.0, Government-Furnished Property and Services). Tickets shall be made available for sale to organizations and members of the public at the Hoover Dam Visitor Center. Tickets may be offered for sale at other locations approved by the Government. The scope of work also includes delivering pre-sold tour tickets to commercial carriers and members of the public, providing information to members of the public, and accepting and remitting other revenues collected by Government officials. The PA shall perform to the standards in this PWS (see Attachment 1, Performance Requirements Summary).

Hoover Dam is located in Clark County, Nevada, approximately 29 miles southeast of Las Vegas, Nevada.

## 1.2 Performing Activity Personnel

### 1.2.1 Performing Activity's Ticket Sales Manager - Key Personnel

At the time of award, the individuals designated in the PA's Operational Guide as the Ticket Sales Manager and (in the absence of this Manager) Alternate(s) shall have full authority to act in all matters of PWS administration (including payments and modifications) on behalf of the PA and shall be responsible for the performance of the work.

In the event the PA desires to change the individuals designated as the Ticket Sales Manager or Alternate(s), the PA shall submit, in writing to the Contracting Officer's Representative (COR) at least two weeks prior to such change, the names and qualifications of personnel that will replace them. The individuals designated as Ticket Sales Manager or Alternate(s) shall not be changed without the prior written concurrence of the Contracting Officer (CO).

The Ticket Sales Manager and alternate(s) shall be available to meet with the COR, at the site of work, during normal duty hours within 60 minutes of the COR requesting such a meeting.

PA personnel must be able to read, write, speak, and understand English.

### 1.2.2 Performing Activity Employees

The PA shall not employ persons for work at Hoover Dam if such employee is considered by the CO to be a potential threat to the health, safety, or security of people visiting or working at any Hoover Dam facilities.

PA personnel shall present a neat appearance and be easily identifiable as PA employees (for example, by wearing uniforms or identification badges or similar distinguishing clothing.) PA personnel who are Contractors shall identify themselves as such, to avoid creating the impression that they are Government officials (pursuant to FAR 37-114(c)).

### 1.2.3 Employee Security and Identification

Prior to beginning performance of work the PA shall provide the COR with a list of all employees who will perform on-site work under this PWS. The list shall include the full name, address, telephone number, and work assignment of each employee. The PA shall notify the COR in writing of any addition, deletion or change in work assignment within 24 hours of such change. In restricted areas where access is by key or key card, doors shall not be propped open while work is in progress or at any other time. Other doors to restricted areas shall not be left open.

The Government will issue a numbered identification badge clearly identifying the employee and their employer. Such identification shall be required for all employees on the job site and shall be worn by employees at all times while on the job site. Special badges are required for entry into restricted areas, and such badges will be furnished by the Government as needed. Lost or replacement badges shall be at the PA's expense.

## 1.3 Quality Control

1.3.1 Plan Submittal: The PA shall submit a Quality Control Plan to the Contracting Officer for acceptance not later than the pre-performance conference. The plan submittal shall be in accordance with the requirements of PWS paragraph 1.8, Submittal Requirements, and the plan shall contain the items listed below in subsection 1.3.2.

1.3.2 The Quality Control Plan shall include:

(1) A description of the inspection system which the PA will use to monitor all required services as listed on the Performance Requirements Summary (PRS, see Attachment 1). The description shall specify the areas to be inspected on both a scheduled and random basis, the frequency of the inspections, and the title and organizational placement of the inspectors. In addition, control procedures for any government-provided keys or key cards shall be included.



(2) A description of the methods to be used for identifying, correcting and preventing defects in the quality of service performed.

(3) A description of the records to be kept to document inspections and corrective or preventive actions taken.

(4) A description of the methods to be used to ensure that all segments of the public are treated fairly and impartially.

(5) A description of the record management plan, including a description of the records created, location and media-type of records, record retention schedule, and availability of records for review.

1.3.3 Records of Inspections shall be kept and made available to the CO, upon request, throughout the PWS performance period and for the period after contract completion until final settlement of any claims arising under or related to this contract.

1.3.4 The Government's Quality Assurance Surveillance Plan (QASP) will be designed to measure the effectiveness of the PA's Quality Control Plan.

#### 1.4 Quality Assurance

In accordance with the clause paragraph 52.212-4(a), Inspection/Acceptance, the Government will evaluate the PA's performance of the work requirements. For each of the required services listed in the PRS, the Government intends to follow, but is not limited to, the surveillance methods listed in the PRS. Government personnel will record all surveillance observations. When an observation indicates defective performance, the COR will require the Ticket Sales Manager to initial the observation. The initialing of the observation does not necessarily constitute the PA's concurrence with the observation, only acknowledgment that he or she has been made aware of the Government's position that the observation is an instance of defective performance. Government surveillance of required services not specifically listed in the PRS, or Government surveillance by methods other than those listed in the PRS (provided for by the Inspection of Services clause) may occur during the performance period of the work.

1.4.1 Performance Evaluation Meetings. The CO may require the Ticket Sales Manager to meet with the CO, COR, or other Government personnel as deemed necessary. The PA may request a meeting with the CO when the PA believes such a meeting is necessary. The Government will record the minutes of any such meetings, and will furnish the PA with a written copy of these minutes. The Ticket Sales Manager and the CO (or COR) will acknowledge their concurrence with the contents of the meeting minutes by signature. If the PA does not concur with any portion of the minutes, the PA shall provide a statement detailing the reason(s) for nonconcurrence, in writing, to the CO within 7 calendar days following receipt of the minutes.

## 1.5 Physical Security

Hoover Dam, Hoover Powerplant, and appurtenant facilities (including the Parking Garage and Visitors Center) require effective security measures to ensure uninterrupted operations. Such security is provided by the Hoover Dam Security and Law Enforcement Group. The security regulations in force provide for controlled access to certain restricted areas, including the crest of the dam, switchyards, powerplants, and other critical areas including the powerplant Control Room. The Government may designate or redefine such restricted areas anywhere within the Dam, Powerplant or facilities.

The PA and PA employees shall comply with all security rules and regulations in force during the performance of the work.

The PA shall safeguard all government property provided for PA use.

The PA shall establish and implement procedures to protect Government-furnished keys and key cards against loss or unauthorized use. All keys and key cards will be initially furnished by the Government. The PA shall immediately report to the COR any instances of lost keys, badges or key cards. The PA shall ensure that keys, badges and key cards issued to them by the Government are not used by any persons other than the PA's employees. PA employees shall not permit any unauthorized entrance into restricted areas.

## 1.6 Submittal Requirements

The PA shall provide all materials and perform all work required for furnishing submittals to the Government, in accordance with provisions, clauses, and paragraphs of this PWS.

The Government will complete review of submittals, or resubmittals, for approval, within 14 days of receiving a complete set of all the submittal materials required for a particular Required Submittal Number (RSN).

If the Government uses time in excess of the specified number of calendar days for review of any submittal or resubmittal, additional time, not to exceed the excess time, will be added to the time allowed the PA for performance of the service.

After the Government's review, one set of submittals requiring approval will be returned to the PA either approved, not approved, or conditionally approved; any required changes will be marked. Submittals that are not approved or that require changes or revisions shall be revised and resubmitted for approval, and shall show changes and revisions with revision date. All requirements specified for the initial submittal shall apply to any resubmittals required. All submittals which are to be resubmitted shall be resubmitted by the PA within 5 calendar days after the PA has received the Government's comments, except as otherwise defined in this PWS.

In Table 1A below, the column headed "No. of sets to be furnished" designates the number of submittal sets that are to be furnished to the following offices:

CO (Contracting Officer) at:

Bureau of Reclamation  
Attention: Contracting Officer, LC-3110  
P.O. Box 61470  
Boulder City NV 89006-1470

COR (Contracting Officer's Representative) at:

Bureau of Reclamation  
Attention: Office Director Public Services, LCD-7000  
P.O. Box 60400  
Boulder City NV 89006-0400

Finance Office at:

Bureau of Reclamation  
Attention: Accounting, LC-3200  
P.O. Box 61470  
Boulder City NV 89006-1470

The following notes apply where marked in Table 1A below:

\* These submittal items apply only if award is made to a Contractor.

\*\* In the event award is made to the Government, Form DI-134, Report of Accident/Incident, will be required in lieu of the GPO 836-653 report and Form 7-2218.

Table 1A - List of Required Submittals

LIST OF REQUIRED SUBMITTALS					
RSN	Item	Reference Subparagraph	Submittals Required	No. of sets to be furnished	Due date or Delivery time
1*	Bonds	52.228-16	Performance and payment bonds	1 to CO	Within 15 calendar days after award
2*	Insurance - Work on a Government Installation	1452.228-70	(1) Written certification that the required insurance has been obtained (2) Current certification of insurance for each subcontractor	1 each to CO	(1) Before commencing on-site performance  (2) Upon CO request
3*	Payment	52.212-4(i) and 52.232-33	Payment information	1 to CO	After award but no later than 15 days prior to initial request for payment
4	Employee Security and Identification	1.2.3	List of employees	1 to COR	Prior to commencing on-site performance
5	Quality Control Plan	1.3.1	Quality Control Plan	2 to COR	Prior to post-award conference
6	Daily Reports	5.4.4.1	(1) Summary of financial transactions (2) Total revenue collected (3) Reconciliation of daily receipts	1 each to COR and 1 each to Finance Office	By close of the following business day
7	Daily Reports	5.4.4.1	(1) Detailed transaction report for each cashier (2) Copy of Bank Deposit Slips (3) Standard Form 215	1 each to COR	By close of the following business day
8	Contingency Operations Journal	5.4.4.2	Contingency Operations Journal	1 to COR	Upon COR request, and no later than 7 calendar days following the end of the preceding month

LIST OF REQUIRED SUBMITTALS					
RSN	Item	Reference Subparagraph	Submittals Required	No. of sets to be furnished	Due date or Delivery time
9	Monthly Reports	5.4.3.3	(1) Summary of financial transactions (2) Current month's revenue and previous year's revenue for the same month	1 each to COR	No later than 7 calendar days following the end of the preceding month
10	Quarterly Reports	5.4.4.4	(1) Summary of financial transactions (2) Current quarter's revenue and previous year's revenue for the same quarter (3) Year-to-date revenue and previous year's year-to-date revenues for the same quarter	1 each to COR	No later than 7 calendar days following the end of each quarter
11	Annual Reports	5.4.4.5	(1) Summary of financial transactions	1 to COR	No later than 7 calendar days following the end of the fiscal year
12	Safety Plan	5.5.1	Safety plan	2 to COR	Prior to commencing on-site performance
13	Unsafe/Hazardous Conditions Report	5.5.3	Report	1 to COR	Within 24 hours of the PA becoming aware of unsafe/hazardous condition
14**	Injury and Illness Reports	5.5.4	(1) Form GPO 836-653, Contractor's Report of Recordable Injury/Illness (2) Form 7-2218, Contractor Monthly Summary of Occupational Injuries/Illnesses Experience	2 each to COR	(1) Within 24 hours of the incident  (2) Within 24 hours of the end of the preceding month

### 1.7 Protection of Existing Installations and Structures

The PA shall safeguard the existing Visitor Center facilities, installations and equipment, from any potential harm resulting from their operations. Any materials furnished by the PA to provide protection of the existing facilities, installations and

equipment, shall remain the property of the PA and, upon completion of the work, shall be removed from the jobsite by the PA.

Drawings included in this PWS are for information only, pertaining to general layout of the Visitor Center, and do not show all equipment and materials existing in work areas.

The PA shall repair, at PA expense, any damage to real or personal property caused by PA action or by failure of the PA to adequately protect the property. If the PA fails to make such repairs in a timely manner, the Government may elect to repair the damage and to charge the PA the costs of repair.

#### 1.8 Access to Jobsite

Due to the number of people who visit Hoover Dam, the Government must limit the number of Parking Garage spaces provided for use by non-public parties. Therefore the PA and PA employees will not be permitted to park in the Parking Garage. Other parking resources in the area are limited. The PA shall coordinate parking needs and transportation of PA's employees to the jobsite with the COR prior to beginning performance of the work.

#### 1.9 Safety and Health

The PA shall not require any employee in the performance of this PWS to work under conditions which are unsanitary, hazardous, or dangerous to the employee's health or safety, as determined under Reclamation Safety and Health Standards (RSHS) promulgated by the Secretary of Labor under section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq), as amended, and Reclamation Safety and Health Standards, published by the Bureau of Reclamation.

The PA shall comply with the Bureau of Reclamation "Reclamation Safety and Health Standards" manual. The RSHS manual can be ordered from: The Government Printing Office, Superintendent of Documents, North Capitol and H St. N.W., MS-SSMC - Room 566, Washington, D.C. 20401 (Stock item GPO-024-003-00178-3).

The PA shall comply with all applicable safety and occupational health requirements set forth in 29 CFR 1910, OSHA's General Industry Standards. If the PA fails or refuses to promptly comply with safety requirements, the CO may issue an order stopping all or part of the work until satisfactory corrective action has been taken.

The Visitor Center is a nonsmoking facility.

There are no known "unusual" hazards in the Visitor Center, however PA employees should be aware that the Visitor Center can become crowded during peak hours. PA employees should also be made aware they will occasionally encounter visitors who are angry and who may be antagonistic.

Ordinary potential hazards exist that PA employees should be aware of, including stairs, ramps, driveways and the highway.

The exterior walking area surfaces near and around the Visitor Center can be slippery at times, particularly after a rain or when they are being cleaned by the janitorial crew. The PA shall inform all PA employees of this potential hazard.

#### 1.10 Other Contracts

The Government may undertake or award other contracts for additional work in or around the Visitor Center facilities. The PA shall fully cooperate with the other Contractors and with Government employees and shall carefully adapt scheduling and performing the work under this PWS to accommodate the other work, heeding any direction that may be provided by the CO. The PA shall not commit or permit any act that will interfere with the performance of work by any other Contractor or Government employees.

#### 1.11 Concessionaires and Other Activities in the Visitor Center Facilities

The purpose of this section is to inform the PA that the opening of concessions and other activities will increase pedestrian traffic at the bus level of the Hoover Dam Parking Garage and may increase congestion and crowding in other areas.

In approximately the last quarter of calendar year 1999, two vendors will occupy the 6,500 square foot concession area on the bus level of the parking structure. These concessionaires will retail a full line of food and beverages and will operate a gift shop in this concession area. External seating will be placed on the plaza around the enclosed concession area.

The Government has an agreement with a Concessionaire that offers sight-seeing boat tours on Lake Mead. The agreement allows the Concessionaire to dock and load/unload passengers at Hoover Dam when Lake Mead water levels permit, and to sell combination tickets for Hoover Dam and Lake Mead sight-seeing tours. The agreement also permits the Concessionaire to have a location in the Visitor Center to sell tickets. In the past, the Concessionaire's ticketing station was located on the Visitor Center Theater Level. This Concessionaire is not currently operating at Hoover Dam due to the high water level of Lake Mead. It is not known when this Concessionaire will be able to begin operating at Hoover Dam again.

In addition, the Government may authorize other concessions in the future, including a bookstore on the Exhibit Level of the Visitor Center and a Water Education Theater in the Old Exhibit Building.

The Government may use the current Snackateria Building as a location for additional educational exhibits at some future date.

## 2.0 DEFINITIONS

### 2.1 General Definitions

(1) Defective Service. A service output that does not meet the standard of performance requirement specified in the PRS for that service.

(2) Lot. The total number of potential service outputs in a surveillance period.

(3) Performance Requirement. The point that divides acceptable and unacceptable performance of a task according to the Performance Requirement Summary and the Inspection of Services clause. It is the number of defects or maximum percentage of defects in the lot that is acceptable.

(4) Performance Requirements Summary. A listing of the service outputs under the PWS that are to be evaluated by the COR on a regular basis, the surveillance methods to be used for these outputs, and the performance requirements of the listed outputs.

(5) Performing Activity. The organization that performs the required services of this Performance Work Statement.

(6) Quality Assurance. A planned and systematic pattern of all government actions necessary to provide confidence that adequate technical requirements are established, that services conform to established technical requirements, and that satisfactory performance is achieved. Quality assurance refers to actions by the Government for a contracted service.

(7) Quality Control. Those actions taken by a PA to control the production of outputs to ensure that they conform to the PWS requirements.

(8) Statistical Random Sampling. A sampling method where each service output in a lot has an equal chance of being selected for quality assurance surveillance.

(9) Sample. A sample consists of one or more service outputs drawn from a lot for quality assurance surveillance.

(10) Public Service Office. The Public Service Office is an organization within the Lower Colorado Dams Facilities Office that reports directly to the Area Manager of LCDFO and has the responsibility for managing and operating the Visitor Center, Parking Garage and other facilities at Hoover Dam that are utilized by the visiting public.

## 2.2 Technical Definitions

(1) Advanced Ticket Sales. Sales of Hoover Dam Tour Tickets prior to the buyer's arrival at Hoover Dam. See Reserved Ticket Sales.

(2) Commercial Carrier. Bus and Tour Companies that offer tours to Hoover Dam to members of the public for a fee.

(3) Fiscal Year: The Government's fiscal year is from October 1 through September 30 with quarter ending dates of December 31, March 31, June 30 and September 30.

(4) On-Site Ticket Sales. Sales of Hoover Dam Tour Tickets, on the premises of Hoover Dam, for same-day tours.



(5) Other Revenue. Pay phone, vending machine, water feature, film shoot, special event, commercial carrier parking fees, and other miscellaneous revenues collected by Government Officials and remitted to the PA for inclusion in their daily bank deposit and financial reports. Other revenue may be remitted in the form of cash, check or informational memorandum.

(6) Pre-sold Tickets. Tickets that buyers have purchased prior to their arrival at Hoover Dam. See Reserved Ticket Sales.

(7) Reserved Ticket Sales. Sales of Hoover Dam Tour Tickets that are paid for in advance of the buyer's arrival at Hoover Dam and that authorize the buyer to take a specific tour. The number of spaces pre-sold for each tour will be reserved for the purchaser of the ticket(s).

(8) Tour Ticket Types. The types of tour tickets vary based on the type of tour (i.e., regular, hard hat, limited access), the type of customer (i.e., adult, senior, junior, child), and the price of the tour (i.e., regular price, upgraded price, discounted price, group rate, complimentary).

(9) Product or Service Type. Each type of ticket, other revenues, and refunds is considered a different product or service type.

(10) Visitor Center facilities. The facilities include the Visitor Center, the Parking Garage structure, the Old Exhibit Building, the winged statues monument and star map, and all other walkways, parking areas, structures and equipment, located on LCDFO property, that are utilized by members of the visiting public. See Drawing No. 45-D-17576 for the locations of these facilities.

(11) Will-Call Location: A location at the Visitor Center facilities where pre-sold tickets can be picked up by the purchaser upon their arrival at Hoover Dam. (This location will be proposed by the PA.)

### 2.3 Acronyms

(1) USBR or BOR: Bureau of Reclamation.

(2) CO: Contracting Officer

(3) COR: Contracting Officer's Representative.

(4) EPP: Hoover Dam Emergency Preparedness Plan

(5) GPO: Government Printing Office.

(6) HDPG: Hoover Dam Parking Garage.

(7) LCDFO: Lower Colorado Dams Facilities Office.

(8) MER: Maximum Error Rate.

- (9) PA: Performing Activity
- (10) PRS: Performance Requirements Summary.
- (11) PWS: Performance Work Statement.
- (12) RSHS: Reclamation Safety and Health Standards.
- (13) RSN: Required Submittal Number
- (14) VC: Hoover Dam Visitor Center

### 3.0 GOVERNMENT-FURNISHED PROPERTY AND SERVICES

3.1 General. The Government will furnish the following facilities, equipment, materials, and services in conjunction with PA performance of these work requirements:

#### 3.2 Government-Furnished Property.

(1) The Government shall deliver to the PA, at the time and locations stated in this PWS, the Government-furnished property, equipment and materials described below in paragraph (5) of this subsection. If that property, equipment, or materials, suitable for its intended use, is not delivered to the PA, the CO shall equitably adjust affected provisions of this document in accordance with the Changes clause when--

- (a) The PA submits a timely written request for an equitable adjustment; and
- (b) The facts warrant an equitable adjustment.

(2) Title to Government-furnished property shall remain in the Government. The PA shall use the Government-furnished property only in connection with this PWS. The PA shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times.

(3) Upon delivery of Government-furnished property to the PA, the PA assumes the risk and responsibility for its loss or damage, except:

- (a) For reasonable wear and tear;
- (b) To the extent property is consumed in performing this PWS; or
- (c) As otherwise provided for in this PWS.

(4) At the end of the performance period for the work, the PA shall follow the instructions of the CO regarding the disposition of all Government-furnished property, equipment, and materials not consumed in performing the requirements of this PWS or previously delivered to the Government.

(5) The Government will provide the following property:

- (a) Existing informational and directional signage as currently in place in the Visitor Center;
- (b) Existing ticket/information counter in the reception area of the theater level;
- (c) The safe located in the office on the theater level;
- (d) The phones currently installed in the office and at the ticket/information counter;
- (e) Wallet cards listing emergency phone numbers will be provided to each PA employee;
- (f) Existing fire extinguishers;
- (g) Forms required for reporting injuries and illnesses of PA employees to the Government (see PWS Section 5.5);
- (h) Radio(s) to communicate with Government personnel in emergency situations or from remote locations;
- (i) Standard Form 215.

The PA will be backcharged for any lost or damaged Government-furnished property.

### 3.3 Government-Furnished Information

The Government will furnish to the PA:

- (1) The monthly revenue figures for tour ticket and other miscellaneous fees collected by the Government for the 12 months preceding the PWS start date in order that the PA may comply with PWS Section 5.4.
- (2) A list of existing reservations for tour tickets.
- (3) At least monthly, informational memorandums describing the date, type and amount of revenues, not collected or accepted by the PA, that have been deposited to the Government's bank account. These revenues, not collected or accepted by the PA, shall be included in the financial reports required by PWS Section 5.4.
- (4) Informational brochures and fact sheets to be distributed to members of the public upon request. Brochures containing general information about Hoover Dam are available in English, German, Spanish, French, Japanese and Chinese. Regular and hard hat tour transcripts are available for hearing-impaired visitors. Various maps with locations of nearby attractions and fact sheets on a variety of topics are also available.
- (5) Frequently Asked Questions (FAQ) Information Sheet. This sheet will include the information that will allow PA personnel to answer the questions that members of the General Public most frequently ask when calling to make tour reservations and when they are visiting at Hoover Dam.

### 3.4 Government-Furnished Facilities

(1) The Government will make portions of the Hoover Dam Visitor Center available for the PA's use. These areas are limited to:

- (a) The reception area of the Visitor Center Theater Level.
- (b) The lobby area of the Visitor Center Exhibit Gallery Level.
- (c) The office and adjacent storage area located on the Theater Level, containing approximately 132 square feet of office area.

(2) In addition, the PA may use the other areas listed below in this subparagraph, subject to Government approval. To obtain this Government approval, the PA shall submit a detailed proposal, including design and construction plans, to the Government for review. The Government will review the designs and approve those designs which are consistent and compatible with the existing architectural design.

- (a) Approximately 8-foot x 8-foot portion of the wall on the bus level of the parking garage between the elevators and restrooms (see Drawing No. 45-D-17296 (AP2.1), Parking - Level 1, area marked "Janitor"). Access to this site is through a locked utility room behind the wall.
- (b) Walkway between the Parking Garage and the top of the escalator, including the cactus garden area (see Drawing No.45-D-17160 (A1.2), Site & Building Layout Plan ). Government drawings describing a ticketing kiosk suitable to fit into the space currently used for the cactus garden, will be made available to the PA upon request.
- (c) Ticket offices located on top of the dam between the AZ and NV elevator towers (see Drawings No.45-D-4046, Hoover Dam/Top of Dam/Plan and Section and 45-D-13396, Boulder Dam/Ticket and Guide House/Window and Front Details).
- (d) Sketches for alternative ticketing station layout options for the Visitor Center Theater Level will be made available to the PA upon request.
- (e) The PA may propose other locations for ticket stations if they desire.

(3) The PA may use space within or around the Visitor Center for materials and equipment storage only with prior Government approval. All space utilization must be coordinated with and approved by the COR.

The Government has inspected the Visitor Center prior to commencement of this PWS for compliance with the Occupational Safety and Health Act (OSHA). Upon commencement of PWS performance, compliance with OSHA and other applicable laws and regulations for the protection of employees is exclusively the obligation of the PA. Further, the Government will assume no liability or responsibility for the PA's compliance or noncompliance with such requirements. If, during the performance of

this PWS, the PA becomes aware of any need to modify the Visitor Center in order to comply OSHA requirements, the PA shall immediately notify the CO in writing.

If, in order to manage and operate tour ticket sales, the PA desires to modify the Visitor Center facilities in any way (for example, to modify the existing ticket sales counter or install automated ticketing machines), the PA shall submit such request, in writing, to the CO. No alterations to the Visitor Center will be made without specific written permission from the CO. The PA shall be responsible for furnishing any and all drawings, specifications, and manufacturer's data as may be requested by the CO in order to review and evaluate the PA's request. The CO shall have final authority to either approve or disapprove any such request. All such alterations to the Visitor Center facilities resulting from such a PA request shall be accomplished by the PA, solely at their expense.

At the conclusion of the PWS performance period, the PA shall return the facilities to the Government in the same condition as received, fair wear and tear and approved modifications excepted.

### 3.5 Government-Furnished Services.

(1) Utilities: Standard 110V convenience outlets are available for the PA's use throughout the Visitor Center.

In the event that the PA's plan to manage and operate tour ticket sales requires electrical service beyond what is existing, the PA may request the establishment of additional electrical service. The establishment of such additional electrical service shall be subject to the same request, review and approval process as outlined above in subsection 3.4(3) for alterations to Visitor Center facilities, and shall be solely at the PA's cost. The existing power distribution system within the Visitor Center has minimal excess capacity. If additional load capacity is needed, extensive alterations to the electrical distribution system may be required.

Note: The electrical service at the Visitor Center is furnished by station service generating units located inside Hoover Dam Powerplant. Electrical service is subject to occasional interruptions due to plant conditions. Circuits currently in use for the existing Government ticketing system located in the Visitor Center reception area are protected by a built-in UPS system. The circuits served by this device shall remain available for the PA's use. However, by making this feature available, the Government does not imply or guarantee protection for the PA's equipment from damage associated with interruptions of electrical power or surges and sags of line voltage.

(2) Telephone System. The PA may use the Government-furnished telephones located in the reception area of the Theater Level and in the office. The PA will be backcharged for long distance phone calls.

In the event that the PA's plan to manage and operate tour ticket sales requires telephone service beyond what is existing, the PA may request the establishment of additional telephone service. The establishment of such additional telephone service shall be subject to the same request, review and approval process as outlined above for alterations to the Visitor Center facilities, and shall be solely at the PA's cost.

Note: The telephone service for the Visitor Center is a Government-owned microwave system. There is no commercial telephone service available. Telephone service is subject to occasional interruptions. The existing telephone service and space available in the Visitor Center to perform the reserved ticket sales requirements is limited.

(3) Custodial. The Government will furnish the following custodial services:

- (a) Visitor Center trash containers will be emptied daily.
- (b) Visitor Center will be cleaned daily.
- (c) Visitor Center restrooms will be cleaned daily and stocked as needed.

(4) Grounds and Facilities Maintenance. The Government will furnish the following maintenance services:

- (a) Maintenance and repair of the elevators located in the Visitor Center;
- (b) Maintenance and repair of the Visitor Center structure and Government-owned equipment within the Visitor Center; and
- (c) Inspecting and servicing the fire extinguishers located in the Visitor Center.

(5) Security and Emergency Services. The Government will provide the following services:

- (a) Security for the Visitor Center facilities, employees and visitors, including car and foot patrols and response to reported incidents of vandalism, theft, vagrancy, accidents, property damage, and suspected terrorist activities. (PA employees shall report such incidents in accordance with Section 5.6 below);
- (b) Fire Suppression. In the event PA personnel discover any fire in the Visitor Center facilities, they shall follow the procedures in the PA safety plan and in the Hoover Dam Emergency Preparedness Plan, Section 8.

#### 4.0 PA-FURNISHED ITEMS AND SERVICES

4.1 General. Except for those items or services specifically stated in Section 3.0 as Government-furnished, the PA shall furnish all items and services needed to perform the work required in this PWS.

#### 5.0 SPECIFIC TASKS - TOUR TICKET SALES AND RESERVATIONS

##### 5.1 General

The PA shall provide all personnel, equipment, materials, supervision and other items and services necessary to implement, manage and operate an integrated Hoover Dam

On-Site and Reserved Tour Ticket Sales and Reservations System as described in this PWS, except as otherwise detailed herein (see Section 3.0, Government-Furnished Property and Services). Tickets shall be made available for sale to organizations and members of the public at the Hoover Dam Visitor Center. Tickets may be offered for sale at other locations approved by the Government. The scope of work also includes delivering pre-sold tour tickets to commercial carriers and members of the public, providing information to members of the public, and accepting and remitting miscellaneous revenues collected by Government officials. The PA shall perform to the standards in this PWS (see Attachment 1, Performance Requirements Summary).

On-site ticket sales shall be available during the posted hours of operation of the Visitor Center. Currently, the tour hours for the Visitor Center are seven days per week from 9:00 a.m. to 6:00 p.m., excluding Thanksgiving Day and Christmas Day. The first scheduled tour on each day typically starts 15 minutes after the Visitor Center opens. The last tour of each day is currently scheduled for 5:30 p.m.

Current plans for Fiscal Year 1999 are to expand the operating hours to:

- (1) Winter hours. 8:00 a.m. to 6:00 p.m. from the date of return to Pacific Standard Time in October, through February 28.
- (2) Summer hours. 8:00 a.m. to 8:00 p.m. from March 1 through the end of Pacific Daylight Savings Time in October.

In the event the Government alters the tour times due to seasonal business fluctuations, the PA will be given a minimum of 30 days advance notice.

The PA's responsibilities for managing and operating tour ticket sales shall include the following principle items:

- (1) On-site ticket sales and reservations available seven days a week, from one-half hour prior to the first scheduled tour time until the time of the last scheduled tour, excluding Thanksgiving Day and Christmas Day (see Section 5.2.1)
- (2) Reserved (pre-sold) tour ticket sales available to commercial carriers, organizations and members of the general public, seven (7) days a week (see Section 5.2.1)
- (3) Collecting and remitting fees for all tickets sold for the Government (see Section 5.4.1)
- (4) Refunding fees during Visitor Center business hours in accordance with the refund procedures listed in Attachment 4, Hoover Dam Fee Schedule and Refund Procedures.
- (5) Integrating the number of tickets sold on-site for each tour with the number of pre-sold tickets in order to sell the maximum number of tour tickets possible without exceeding the tour capacity (See Section 5.2.1)

(6) Furnishing designated Government personnel with on-line, real time access to tour ticket sales and reservation information for tour scheduling and operations (see Section 5.2.1)

(7) Furnishing commercial carrier drivers with pre-sold tickets in advance of their arrival, or no later than upon their arrival, at Hoover Dam (see Section 5.2.1)

(8) Delivering pre-sold tickets to other organizations and members of the general public in advance of their arrival, or no later than upon their arrival at a “will-call” location (see Section 5.2.1)

(9) Accepting other revenue collected by the Government, remitting cash and checks to the Government’s bank account, and including other revenues in the financial reports required by Section 5.4.4. (see Sections 5.2.2 and 5.4.2).

(10) Providing informational brochures and fact sheets to visitors or directing them to the appropriate person or place where they can get the information needed (see Sections 5.2.1 and 5.6.3).

(11) Answering the general information phone line (see Sections 5.2.1 and 5.6.3).

The historical level of tour tickets sold is included in Attachment 5. Typically, the pattern of visitation at Hoover Dam matches the visitation patterns of visitors coming to Las Vegas, Nevada.

## 5.2 Tour Ticket Sales Operations

5.2.1 Tour Ticket Sales. The PA shall provide all personnel, equipment, materials, supervision and other items necessary to implement, manage and operate an integrated on-site and reserved tour ticket sales and reservations system for Hoover Dam in accordance with this requirement, except as otherwise detailed herein (see Section 3.0, Government-Furnished Property and Services). The Government will furnish the PA with the current Hoover Dam Fee Schedule and Refund Procedures. The PA is encouraged to recommend improvements to the current pricing practices. In the event the Government updates the fee schedule, the COR will provide an updated fee schedule to the PA 90 days in advance. The PA shall:

(1) Ensure that pedestrian traffic is routed in a safe, orderly manner that minimizes the waiting time to purchase tour tickets and does not create congested areas inside the Visitor Center or in other locations at Hoover Dam that are utilized by visitors.

(2) Provide ticketing stations in and around the Visitor Center. The PA shall submit a list of proposed ticketing stations, types, features and locations with their proposal. The ticketing stations shall be able to sell tickets for multiple tour types, prices and times in accordance with the Hoover Dam Fee Schedule and Refund Procedures (see Attachment 4).



(3) Allow organizations and members of the public the opportunity to purchase and reserve tour tickets for Hoover Dam in advance of their arrival, seven days per week. The reserved ticketing system shall be able to sell tickets for multiple tour types, prices and times in accordance with the Hoover Dam Fee Schedule and Refund Procedures (see Attachment 4).

(4) Confirm reservations and deliver pre-sold tickets to customers before their arrival at Hoover Dam whenever possible. When time constraints prevent delivery of pre-sold tickets before arrival at Hoover Dam, commercial carrier drivers, representative of other organizations, and members of the public shall be able to pick up their tickets at a "will-call" location to be proposed by the offeror.

(5) Maintain a record of the number of tickets issued, tour ticket type, and price paid, in accordance with Section 5.4.4.

(6) Integrate the number of on-site tour ticket sales with the number of reserved tour ticket sales and share this information with designated Government Officials in order to ensure that no more than the maximum number of tour tickets available are sold. The COR will inform the PA of the maximum number of tour tickets available for sale. This number may vary daily.

(7) Collect fees and account for all revenue received from ticket sales in accordance with the requirements of Section 5.4.1 and the Hoover Dam Fee Schedule.

(8) Provide answers to frequently asked questions based on the information listed on the Government-furnished FAQ Information Sheet, and other Government-furnished brochures and fact sheets, to visitors upon request.

(9) Answer the general information phone line for the Visitor Center and, (a) provide answers to frequently asked questions based on the information listed on the Government-furnished FAQ Information Sheet; or (b) follow the procedures listed on the Government-furnished FAQ Information Sheet for other types of inquiries.

(10) Follow an approved contingency plan, in the event of ticketing system failure or other business interruption, that maintains fiscal integrity, and allows for continued ticket sales. Occasionally, events in the powerplant may prevent tours from proceeding as scheduled. In this situation, tour ticket sales shall be suspended and refunds shall be issued for previously sold tour tickets in accordance with the Hoover Dam Fee Schedule. All instances of ticketing system failure and other business interruptions that causes the PA to follow their contingency plan shall be reported in accordance with Section 5.6.3 and logged in accordance with Section 5.4.4.2.

(11) Control ticket stock (or any other items used as proof of ticket purchase) in a manner that prevents its theft or misuse.

5.2.2 Other Revenues. The PA shall provide all personnel, equipment, materials, supervision and other items necessary to accept and remit revenues received from Government Officials, in accordance with this requirement, except as otherwise

detailed herein (see Section 3.0, Government-Furnished Property and Services). The PA shall:

(1) Accept from Government Officials: Pay phone, vending machine, water feature, film shoot, special event, commercial carrier parking fees, and other miscellaneous revenues, and remit these revenues in accordance with Section 5.4.2. These revenues may be in the form of cash or check.

(2) Include other revenues deposited to the Government's Bank Account, and reported to the PA in informational memorandums, in the financial reports required by Section 5.4.4.

(3) Maintain a record of other revenues in accordance with Section 5.4.4.

5.2.3 Ticketing and Reservations System Requirements. The PA's ticketing and reservations system shall meet the following requirements:

(1) Permit ticket sales seven days per week.

(2) Permit tickets to be reserved seven days per week, 24 hours per day.

(3) Capable of meeting an increase, of as much as 50% above 1998 levels, in customer demand for on-site and reserved ticket sales.

(4) Flexibility for additions and changes in tour options, ticket prices, products and services offered for sale.

(5) Share and combine information between on-site ticket sales and reserved ticket sales.

(6) On-line access to the ticketing and reservations system available to authorized Government Officials in order to view real-time data for tour scheduling, operations, research, marketing and auditing purposes.

(7) Maintain fiscal integrity and security of the ticketing and reservations system at all times.

(8) Provide the financial reports required by Section 5.4.4.

(9) Issue cash and credit card refunds of ticket purchases in accordance with the Hoover Dam Fee Schedule and Refund Procedures (Attachment 4).

### 5.3. Marketing and Sales Plan

5.3.1 Marketing. The PA shall follow the sales plan submitted as part of their Operational Guide, and approved by the CO, in order to:

(1) Increase tour ticket sales during the slow periods of the day, and during the slow periods of the year.

(2) Encourage upgrades; such as from limited access ticket to regular or hard hat tour ticket, or from regular tour ticket to hard hat tour ticket

5.3.2 Promotions. The PA shall obtain approval from the COR for any materials used to inform the public about Hoover Dam tours prior to producing any promotional materials.

5.3.3 Sales. The PA shall only offer for sale products and services that have received prior written approval from the CO.

#### 5.4 Financial Management

5.4.1 Revenue Collection. The PA shall collect revenue in United States Dollars in accordance with this PWS.

5.4.2 Accepting Government-Collected Revenue. The PA shall accept all Government-collected revenue that the COR submits to them for processing and deposit in accordance with this PWS.

5.4.3 Daily Remittal Procedures. The PA shall deposit all revenues collected and accepted in an account specified and established by the Government, within one business day of collection. If the following day is a holiday or weekend day, the PA shall deposit the funds the next business day. The process for depositing various types of revenue shall include the following (samples of the forms below are included in Attachment 10):

(1) For Currency and Coins. The PA shall complete the Government-furnished Standard Form 215 for each day's deposit. The revenue, along with the Standard Form 215, and any other deposit forms required by the bank, shall be transferred to:

Bank of America Processing Center  
4101 E. Charleston Blvd.  
Las Vegas, NV 89104

(2) For Checks. The PA shall complete the Government-furnished cover-form and mail with checks to:

Bureau of Reclamation  
File #91547  
PO Box 60000  
San Francisco, CA 94160-1547

(3) For Credit Card Payments. The PA shall use Bank of America to process all credit card payments and transfer the revenue to the Government's Bank Account.

5.4.4 Financial and Operational Reporting. The PA shall establish and maintain auditable accounts in accordance with Generally Accepted Accounting Principals and other books and records pertaining to administration of this PWS.

Reports shall be furnished to the CO, COR, or duly authorized representative of the Government upon request. The PA shall notify the COR within 24 hours of any cumulative or individual cashier overages or shortages of \$100.00 or more in any given day. In the event of a daily overage or shortage of more than \$100.00, the PA shall submit to the COR a plan of corrective action, including the cause for the discrepancy.

The PA shall provide, on an annual basis, an Independent Auditor's Opinion on the financial management of the Hoover Dam Tour Ticket Sales & Reservations operations. The Opinion shall be due to the COR no later than 60 calendar days following the end of the fiscal year.

The PA and the PA's employees shall be subject to unannounced audits by the Government or duly authorized representative. Should any fraud or serious discrepancy arise from any audit, the Government reserves the right to notify the Office of Inspector General, Federal Bureau of Investigation or other law enforcement agency prior to notifying the PA.

The PA shall cooperate with the Government's internal and external auditors. The PA shall provide any requested documents to the auditors within two business days of the request.

5.4.4.1 Daily Reports. The PA shall prepare daily financial reports, and transmit them to the COR by the close of the following business day, a copy of each of the following reports:

(1) Summary of financial transactions for each business day, by product or service type and payment method, including the amount of revenue collected, amount of handling fees collected, and the number of visitors ticketed by tour ticket type. Each type of other revenue accepted by the PA, as described in PWS paragraph 5.2.2, shall be considered a separate product or service type.

(2) Total revenue collected by each cashier, by product or service type and payment method.

(3) Reconciliation of daily receipts, including the identification of daily overage or shortage amount.

(4) A detailed report for each cashier showing overages and shortages, and an explanation for each overage or shortage of \$100.00 or more.

(5) Bank deposit receipt.

(6) Armored Car receipt.

## (7) Standard Form 215.

See sample report format, Attachment 7.

A copy of the reports in paragraphs (1), (2), and (3) above, shall also be forwarded to the Regional Finance Office. The Government would prefer that these reports be electronically mailed to the COR and the Regional Finance Office in Lotus Spreadsheet format in accordance with the time frames set forth in Paragraph 1.8, Submittal Requirements (this method would suffice in lieu of submitting printed copies of the report). If the PA does not use Lotus Spreadsheet format or does not electronically mail these reports, the PA shall submit to the COR a printed copy of all seven daily reports listed above, and a second printed copy of reports in paragraphs (1), (2) and (3) shall be forwarded to the Regional Finance Office in accordance with Paragraph 1.8, Submittal Requirements.

5.4.4.2 Contingency Operations Journal. The PA shall record entries in a journal that lists and describes all instances of contingency operations. Information recorded in the journal shall include: beginning date and time of contingency operations, reason for contingency operations, ending date and time of contingency operations.

The PA shall make the journal available to the COR upon request, and shall submit a copy of the journal to the COR no later than seven calendar days following the end of the preceding month.

5.4.4.3 Monthly Reports. The PA shall submit the following monthly reports to the COR no later than seven calendar days following the end of the preceding month:

(1) Summary of financial transactions for the month, by product or service type and payment method, including the amount of revenue collected, and the number of visitors ticketed by tour ticket type. Each type of other revenue accepted by the PA, as described in PWS paragraph 5.2.2, shall be considered a separate product or service type.

(2) A report comparing the month's visitation and revenue figures with the previous year's visitation and revenue figures for the same month by product and service type.

See sample report format, Attachment 7.

5.4.4.4 Quarterly Reports. The PA shall submit the following quarterly reports to the COR no later than seven calendar days following the end of each quarter:

(1) A report comparing the quarter's total visitation and revenue figures with the previous year's visitation and revenue figures for the same quarter.

(2) A report comparing the current fiscal year's cumulative year-to-date visitation and revenue figures with the previous fiscal year's year-to-date visitation and revenue figures for the same quarter.

See sample report format, Attachment 7.

5.4.4.5 Annual Reports. The PA shall submit an annual report to the COR no later than 7 calendar days following the end of the fiscal year. This annual report shall include a summary of total visitation and revenue figures for the fiscal year and a comparison of these figures with the preceding fiscal year's total visitation and revenue figures. See sample report format, Attachment 7.

## 5.5. Safety and Security

5.5.1 General. The PA shall develop a safety plan for onsite operations in accordance with RSHS section 2.7.2 and related sections therein (for example, sections 2.8 and 2.9, and Appendix BB, safety program outline). The PA's safety plan shall include weekly safety meetings for all PA employees and monthly safety meetings for supervisors in accordance with RSHS section 3.3. The COR will participate in monthly safety meetings with the PA's Ticket Sales Manager in accordance with RSHS section 2.10.

The PA shall prepare an evacuation plan consistent with the Hoover Dam Emergency Preparedness Plan (EPP), Section 8.1.3, Evacuation of the Visitor Center (See Attachment 8).

The PA shall submit this safety plan to the COR in accordance with PWS paragraph 1.8, Submittal Requirements.

The PA and PA employees shall cooperate with and participate in random emergency drills held by the Government at Hoover Dam.

5.5.2 Reporting Emergencies. The PA shall comply with the procedures listed in the EPP for reporting such incidents as fires, bomb threats, chemical spills, or suspicious packages. Hoover Dam policies and phone numbers may be updated periodically. The Government will provide a copy of all updated policies and phone numbers to the PA.

5.5.3 Reporting Unsafe/Hazardous Conditions. The PA shall orally inform the COR of any unsafe/hazardous conditions within 30 minutes of becoming aware of the condition, and submit a written report within 24 hours.

5.5.4 Reporting Injuries and Illness. The PA shall investigate and report accidents, injuries, or illnesses in accordance with RSHS section 2.13. If a PA employee is injured, and the PA is a Contractor, the PA shall complete Form GPO 836-653, Contractor's Report of Recordable Injury/Illness and submit the form to the COR within 24 hours of the incident. The PA is a contractor, the PA shall also complete BOR Form 7-2218, Contractor Monthly Summary of Occupational Injuries/Illnesses Experience each month and submit it to the COR within 24 hours of the end of the preceding month. If a PA employee is injured, and the PA is the Government, the PA shall complete Form DI-134, Report of Accident/Injury in lieu of the previous forms, and submit the Form DI-134 to the COR within 24 hours of the incident.

If a visitor waiting to purchase tickets requires medical attention, the PA shall immediately contact the Lead Guide or other designated Government official to request assistance.

5.5.5 Inoperable or Faulty Equipment or Facilities. The PA shall orally report all inoperable or faulty equipment or facilities to the COR within one hour of becoming aware of the condition.

5.5.6 Fire Prevention and Suppression. The PA shall comply with RSHS, Section 10, Fire Prevention and Protection, in order to minimize the chance of a fire occurring in the Visitor Center facilities. In the event of visible smoke or fire, the PA shall immediately notify the Lead Guide or other designated Government official.

5.5.7 Lost and Found Property. The PA shall follow the procedures listed in the Visitors Services Lost and Found SOP (Attachment 9). The PA shall fill out Form 7-2276 and notify the Lead Guide or other designated Government official within 30 minutes of finding any lost property.

## 5.6 Communications

5.6.1 General. This PWS requires coordination and communication among several parties including the visiting public, commercial bus and tour companies, representatives of other organizations, fee collectors, and Government employees.

5.6.2 Clear Communications. The PA shall provide personnel that understand the English language and are able to communicate clearly and easily, orally and in writing. The personnel hired must be capable of using electronic communications such as radios and telephones. The ability to communicate in multiple languages would be advantageous when interacting with foreign language-speaking or hearing-impaired visitors.

5.6.3 Communications with Government Personnel. During the normal course of the day, the PA's employees may need to communicate with Government employees, however the PA's employees should be advised that they are not to take direction from Government employees other than the COR.

(1) PWS Administration. The COR will be the PA's primary point of contact for matters pertaining to daily administration of the work. Only the CO, however, may enter into a binding agreement with the PA that alters any of the terms or conditions of the PWS.

(2) Contingency Operations. The PA shall verbally notify the COR within 15 minutes of initiating contingency operations in the event of ticketing system failure or any other business interruption.

(3) Security and Law Enforcement Assistance. To request non-emergency Hoover Dam security or law enforcement assistance for situations not covered in section 5.5, PA employees shall call the Hoover Dam Security and Law Enforcement Group,

telephone extension 312. In emergency situations, PA employees shall call the Hoover Dam Control Room at extension 231 or 232.

(4) Customer Complaints. If the PA is unable to resolve a customer complaint, or if the complaint is about something other than PA operations, the PA shall contact the Government's Customer Service Representative for resolution of the complaint.

(5) Public Information. The PA shall answer frequently asked questions based on the information listed on the Government-furnished FAQ Information Sheet. The PA shall follow the procedures listed on the Government-furnished FAQ Information Sheet for other types of inquiries.

(6) Emergency Phone Numbers. During performance of PWS work, each PA employee shall have in their possession a government-furnished wallet card of emergency numbers.

5.6.4 Reports and Journals. The PA shall maintain the following reports and journals:

(1) Financial and operational reports in accordance with Section 5.4.

(2) A journal that lists for each ticketing system failure, and any other business interruption that causes the PA's contingency plans to go into effect: beginning date and time of contingency operations, reason for contingency operations, ending date and time of contingency operations.



## ATTACHMENTS

List of Attachments			
Att. No.	Title		No. of pages
1	<b>Performance Requirements Summary</b>		
	Performance Requirements Summary for First Quarter of Contract Performance (Phase-in Period)		2
	Performance Requirements Summary for Second and Subsequent Quarters of Contract Performance		2
2	<b>Service Contract Act Wage Determination</b>		9
3	<b>Quality Assurance Surveillance Plan and PA Payment Examples</b>		16
4	<b>Hoover Dam Fee Schedule and Refund Procedures</b>		2
5	<b>Historical Ticket Sales Patterns</b>		1
6	<b>Rules of Conduct</b>		3
7	<b>Sample formats of Financial Transaction Reports</b>		
	Sample Daily Report		1
	Sample Monthly Report		1
	Sample Annual Report		1
8	<b>Hoover Dam Emergency Preparedness Plan (EPP), Section 8</b>		11
9	<b>Visitors Services Lost and Found SOP</b>		2
10	<b>Sample Bank Deposit Forms</b>		1
11	<b>Drawings</b>		3
	Sheet No.	Drawing No.	Drawing Title
	1	45-D-19439	Location Map
	2	45-D-17576	Site Plan
	3	45-D-17160 (A1.2)	Visitor Center and Parking Structure/Site & Building Layout Plan

Sheet No.	Drawing No.	Drawing Title
4	45-D-17296 (AP2.1)	Visitor Center and Parking Structure/Parking - Level 1
5	45-D-19148	Hoover Visitor Facilities/Kiosk/Elevations and Building Section
6	45-D-4046	Hoover Dam/top of Dam/Plan and Section
7	45-D-13396	Boulder Dam/Ticket and Guide House/Window and Front Details

## SOLICITATION PROVISIONS

(This section will be removed from the contract document)

## 1. 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (AUG 1998)

(a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show----

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late offers. Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Availability of requirements documents cited in the solicitation.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW., Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2667/2179, Facsimile (215) 697-1462).

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet Site at <http://www.dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(i) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [customerservice@mail.dnb.com](mailto:customerservice@mail.dnb.com).

## 2. ADDENDA TO 52.212-1, ADDITIONAL INSTRUCTIONS TO OFFERORS

### 2.1 52.207-2 Notice of Cost Comparison (Negotiated) (Feb 1993)

(a) This solicitation is part of a Government cost comparison to determine whether accomplishing the specified work under contract or by Government performance is more economical. If Government performance is determined to be more economical, this solicitation will be canceled and no contract will be awarded.

(b) The Government's cost estimate for performance by the Government will be based on the work statement in this solicitation and will be submitted by designated agency personnel to the Contracting Officer in a sealed envelope not later than the time set for receipt of initial proposals.

(c) After completion of proposal evaluation, negotiation, and selection of the most advantageous proposal, the Contracting Officer, in the presence of the preparer of the cost estimate for Government performance, will open the sealed cost estimate envelope. These officials will make a cost comparison before public announcement. Depending on whether the cost-comparison result favors performance under contract or Government performance, the procedure in either subparagraph (1) or (2) following applies:

(1) If the result of the cost comparison favors performance under contract and administrative approval is obtained, the Contracting Officer will award a contract and publicly reveal the completed cost-comparison form showing the cost estimate for Government performance, its detailed supporting data, and the Contractor's name. However, this award is conditioned on the offer remaining the more economical

alternative after (i) completion of a public review period of 30 working days beginning with the date this information is available to interested parties and (ii) resolution of any requests for review under the agency appeals procedure (see paragraph (d) below). The Government assumes no liability for costs incurred during the periods specified in (i) and (ii). The Contracting Officer will then either notify the Contractor in writing that it may proceed with performance of the contract or will cancel the contract at no cost to the Government.

(2) If the result of the cost comparison favors Government performance, the Contracting Officer will publicly disclose this result, the completed cost-comparison form and its detailed supporting data, and the price of the offer most advantageous to the Government. After (i) completion of a public review period of 30 working days beginning with the date this information is available to interested parties and (ii) resolution of any requests for review under the agency appeals procedure (see paragraph (d) below), the Contracting Officer will either cancel this solicitation or award a contract, as appropriate.

(d) During the public review period, directly affected parties may file with the Contracting Officer written requests, based on specific objections, for administrative review of the cost comparison result under the agency appeals procedure. The appeals procedure shall be used only to resolve questions concerning the calculation of the cost comparison and will not apply to questions concerning award to one offeror in preference to another. Agency determinations under the appeals procedure shall be final.

(e) A cost estimate for Government performance is considered a proposal for purposes of this solicitation's Late Submissions, Modifications, and Withdrawal of Proposals or Quotations provision, and a late modification that displaces an otherwise low cost estimate for Government performance shall not be considered.

## 2.2 Offeror's/Performing Activity's Operational Guide

Offerors shall develop and submit an "Operational Guide" as a part of their proposal. Upon award, the successful offeror's Operational Guide will be incorporated into, and made a part of, the PWS. Offerors will develop this Operational Guide based on the requirements contained in this PWS and all attachments, and on their prior experience. The Operational Guide will consist of (a) a Personnel Plan, (b) a Scheduling Plan, (c) a Work Plan, (d) a Facilities Plan, and (e) a Sales Plan.

(a) In the Personnel Plan Offerors shall include the following items:

(1) Designation of a Ticket Sales Manager and Alternate(s) (see PWS paragraph 1.2.1): including name, position in the company, general qualifications, professional references, identification of any foreign languages spoken, and specific expertise in managing and operating ticket sales similar in scope to the requirements contained in this PWS.

(2) Position Descriptions, including performance standards, any certifications and licenses that are required, as currently established in the company, describing the employees with which the PA intends to staff this job.

(3) A brief outline of the company's recruitment, hiring, discipline and separation policies (including discussion of procedures in place to identify and avoid instances of conflict of interest).

(4) Employee training and education programs (including use of the Government Furnished training listed in PWS Section 3.4(6)).

(5) A description of the PA's policies regarding substance abuse (drugs and alcohol).

(6) Method of identifying company personnel (for example, description of badges or uniforms to be worn by employees on duty).

(7) Contingency plans to ensure continued performance of work required under the PWS in the event of an employee strike or other labor supply interruption.

(b) In the Scheduling Plan Offerors shall include the following items:

(1) Detailed plan for the transition from Government to PA management and operation of tour ticket sales (including, but not necessarily limited to: how staff will be phased-in, how initial training will be conducted, how the Offeror's communications, computer systems and software will interface with the Government's systems, and the identification of any need for Government support not explicitly defined in the PWS). As part of this detailed plan, Offerors shall provide a "transition milestone schedule" which shows the various salient features of the Offeror's proposed transition plan (including acquiring materials and equipment and hiring personnel). The transition milestone schedule shall also show the number of calendar days from Contract Award to the completion of the each of the salient features of the transition plan. The transition milestone schedule shall also show the total proposed time (in calendar days) from Contract Award to when the Offeror proposes to have completed all work and preparations necessary to commence Tour Ticket Sales Operations required under the PWS. This transition milestone schedule shall be incorporated by reference into Contract Schedule subsection 3.1 at the time of contract award.

(2) Definition and establishment of normal work hours (including the use of shifts and staggered shifts).

(3) Detailed plan for adjusting work schedules in response to fluctuating volumes of visitation based on historical daily and seasonal visitation patterns.

(c) Attachments 4, 6, and 8 provide current mandatory and advisory regulations and policies for the PWS requirements. PWS Section 5 presents the performance-based requirements for operating and managing tour ticket sales. With respect to these requirements the Work Plan shall include the following items:

(1) Technical description of the PA's proposed method for providing on-site and reserved tour ticket sales. The technical description shall also include the proposed ticket delivery plan for delivering pre-sold tickets to commercial carriers, organizations, and members of the general public. Any proposed per ticket handling fee for reserved tickets shall be included in the technical description. The Government reserves the right to approve the amount of any proposed handling fee.

(2) The Standard Operating Procedures to be followed for performing the various elements of work required in the PWS.

(3) The proposed method to be used for ticketing and identifying visitors that have paid for Hoover Dam tours. The proposed method must allow for easy identification of visitors by tour guides and other Hoover employees. The PA shall submit a sample, description, or drawing of the proposed proof of purchase (i.e. ticket, wrist band).

(4) A detailed description of the PA's Quality Control Plan, including standard operational cash control practices.

(5) A contingency plan that describes what the PA will do in the event of ticketing system failure or other business interruption. Contingency operations shall:

(i) Maintain fiscal integrity;

(ii) Allow continued tour ticket sales if plant conditions allow tours to continue; and

(iii) Allow refunding of previously sold tour tickets if plant conditions prevent visitors from taking tours of Hoover Dam.

(6) An outline of the procedures which PA employees will follow in order to meet the emergency and safety requirements of this PWS.

(7) Any requests for waivers or exemptions from the stated regulations and policies, with appropriate justification or explanation of the advantage to the Government for granting such waiver or exemption.

(8) Miscellaneous information such as plans for general work area clean-up.

(d) In the Facilities Plan Offerors shall detail the structural, civil, electrical, mechanical, or communications resources needed to implement their proposed method of operating and managing tour ticket sales including:

(1) Design and construction plans and locations for proposed additional structures or modifications to existing structures, such as ticketing stations or office space.

(2) Electrical Service requirements and locations.



(3) Telephone Service requirements and locations, including the number of telephones required.

(4) The number of Government-furnished radios required, if any.

(5) A list of proposed ticketing stations, including the "will-call" location, that describes the type of station, its features and the proposed locations.

(e) In the Sales Plan Offerors shall describe their plan to:

(1) Increase tour ticket sales during the slow periods of the day, and during the slow periods of the year.

(2) Encourage upgrades; such as from limited access ticket to regular or hard hat tour ticket, or from regular tour ticket to hard hat tour ticket.

The sales plan shall also list any additional products or services the PA proposes to sell at Hoover Dam Visitor Center facilities.

## 2.3 Site Visit

A formal site visit conference is scheduled for Thursday, November 5, 1998 at 9:00 am local time at the Hoover Dam Visitors Center. At this conference, Government personnel will meet with potential offerors to provide a site orientation. Please contact Mr. Randy Belew, Contract Specialist, at telephone No. (702) 293-8570 or e-mail address [rbelew@lc.usbr.gov](mailto:rbelew@lc.usbr.gov) if you plan to attend.

Offerors are urged to attend the site visit conference and are expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of performing the work required by the PWS, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

## 2.4 Completing the Performance Requirements Summary Tables

Offerors shall complete the Performance Requirements Summary tables included in Attachment 1, by entering a percentage amount in the "Maximum Payment Percent for Meeting the PR" column. The Performance Requirements Summary tables as completed by the successful offeror shall be incorporated as part of the PWS at time of award.

Offers for which a percentage amount is not entered for every Required Service in the "Maximum Payment Percent for Meeting the PR" column may be excluded from consideration.

### 3. 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 1997)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors, in descending order of importance, shall be used to evaluate offers:

- (i) Technical Approach to the Work
- (ii) Price
- (iii) Company Background, Experience, and Past Performance

An Evaluation Committee will evaluate the proposals according to the criteria listed in this provision. Non-price evaluation factors (i) and (iii) above, when combined, comprise 60% of the total evaluation weight. Evaluation factor (ii) above, Price, comprises 40% of the total evaluation weight.

#### Evaluation factor (i) Technical Approach to the Work

This will be evaluated based on the information the Offeror submits in their Operational Guide as part of the proposal (see "2.2. Offeror's/Performing Activity's Operational Guide" above). This evaluation factor will include the following sub-factors: (1) Work Plan; (2) Personnel Plan; (3) Sales Plan; (4) Scheduling Plan; and (5) Facilities Plan. Subfactor (1), Work Plan, is equal in weight to the other four subfactors combined. Subfactors (2) through (5) are of equal weight to each other.

#### Evaluation factor (ii) Price

Cost/Price and related criteria will comprise 40% of the total evaluation weight. Offers will be evaluated in accordance with the FAR, and offers that are materially unbalanced as to price may be rejected.

#### Evaluation factor (iii) Company Background, Experience, and Past Performance

This will be evaluated based on information the offeror includes in their proposal in response to Provision 1(b)(10) above. In particular, the information submitted for Past Performance should include: a list of a maximum of five projects where the firm has been engaged in projects comparable in type and scope to the work described in the SOW. For each project, include the name of the client, location, service provided, construction costs, year completed, and the project manager's name.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in

a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

4. 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--  
COMMERCIAL ITEMS (OCT 1998)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6050M).

(1) Taxpayer Identification Number (TIN).

( ) TIN: \_\_\_\_\_.

( ) TIN has been applied for.

( ) TIN is not required because:

( ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

( ) Offeror is an agency or instrumentality of a foreign government;

( ) Offeror is an agency or instrumentality of a Federal, state, or local government;

( ) Other. State basis. \_\_\_\_\_

## (2) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity;
- ☐ Not a corporate entity:
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

## (3) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent.
- ☐ Name and TIN of common parent:
- Name \_\_\_\_\_
- TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Small disadvantaged business concern. The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) Women-owned small business concern. The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern. The offeror represents that it ☐ is, ☐ is not, a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts)  
(Check one of the following):

NUMBER OF EMPLOYEES	AVERAGE ANNUAL GROSS REVENUES
___ 50 or fewer	___ \$1 million or less
___ 51 - 100	___ \$1,000,001 - \$2 million
___ 101 - 250	___ \$2,000,001 - \$3.5 million
___ 251 - 500	___ \$3,500,001 - \$5 million
___ 501 - 750	___ \$5,000,001 - \$10 million
___ 751 - 1,000	___ \$10,000,001 - \$17 million
___ Over 1,000	___ Over \$17 million

(7) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Certification of non-segregated facilities. (Applies only if the contract amount is expected to exceed \$10,000)--

By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to perform their services at any location where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(2) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(3) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of

its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Trade Agreements--Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

(List as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program:"

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(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

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(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g) (1) Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program. (Applies only if FAR clause 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

(List as necessary )

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

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(Insert line item numbers)

(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the



United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(2) Alternate I. If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products. The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

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(Insert line item numbers)

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax invasion, or receiving stolen property; and ) are, ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.